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OCT 30 2019

The Honorable James L. Robart

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
Plaintiff

NO. CR 19-208JLR

v.

PLEA AGREEMENT

STEVEN P. VERSCHOOR,
Defendant.

The United States of America, by and through Tessa M. Gorman, Attorney for the United States for the Western District of Washington, Acting Under Authority Conferred by 28 U.S.C. § 515, and Brian Werner and Matthew Diggs, Assistant United States Attorneys for said District, STEVEN P. VERSCHOOR, and his attorney, David Angeli, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B):

1. Waiver of Indictment. Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charge brought by the United States Attorney in an Information.

2. The Charge. Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to the following charge contained in the Information: Conspiracy to Pay Kickbacks Involving

United States v. Steven P. Verschoor, CR 19-208JLR
Plea Agreement- 1

UNITED STATES ATTORNEY
700 STEWART STREET, SUITE 5220
SEATTLE, WASHINGTON 98101
(206) 553-7970

1 Federal Health Care Programs, as charged in Count 1, in violation of Title 18, United
2 States Code, Section 371, and Title 42, United States Code, Section 1320a-7b(b)(2)(B).

3 By entering a plea of guilty, Defendant hereby waives all objections to the form of
4 the charging document. Defendant further understands that before entering his guilty
5 plea, he will be placed under oath. Any statement given by Defendant under oath may be
6 used by the United States in a prosecution for perjury or false statement.

7 **3. Elements of the Offense.** The elements of the offense to which Defendant
8 is pleading guilty, Conspiracy to Pay Kickbacks Involving Federal Health Care
9 Programs, as charged in Count 1, in violation of Title 18, United States Code, Section
10 371, and Title 42, United States Code, Section 1320a-7b(b)(2)(B), are as follows:

11 First, there was an agreement between two or more persons to commit the crime of
12 Paying Kickbacks Involving Federal Health Care Programs,

13 Second, Defendant became a member of the conspiracy knowing of at least one of
14 its objects and intending to help accomplish it, and

15 Third, at least one member of the conspiracy performed an overt act for the
16 purpose of carrying out the conspiracy.

17 The elements of the object offense of Paying Kickbacks Involving Federal Health
18 Care Programs are as follows:

19 First, Defendant knowingly and willfully made a payment or an offer of payment;

20 Second, defendant made such a payment, at least in part, in order to induce any
21 person to arrange for any service or arrange for ordering any service, or with the
22 knowledge that there was a high probability that the payment was made in order to
23 induce any person and deliberately failed to learn the truth; and

24 Third, that payment for the service may be made in whole or in part under
25 Medicare or another federal health care program.

26 **4. The Penalties.** Defendant understands that the statutory penalties
27 applicable to the offense to which he is pleading guilty are as follows: For the offense of
28 Conspiracy to Pay Kickbacks Involving Federal Health Care Programs, as charged in

Count 1: A maximum term of imprisonment of up to five (5) years, a fine of up to \$250,000, a period of supervision following release from prison of up to three (3) years, and a mandatory special assessment of \$100. If a probationary sentence is imposed, the probation period can be for up to five (5) years. Defendant agrees that the special assessment shall be paid at or before the time of sentencing.

Defendant understands that supervised release is a period of time following imprisonment during which he will be subject to certain restrictive conditions and requirements. Defendant further understands that if supervised release is imposed and he violates one or more of the conditions or requirements, Defendant could be returned to prison for all or part of the term of supervised release that was originally imposed. This could result in Defendant's serving a total term of imprisonment greater than the statutory maximum stated above.

Defendant understands that as a part of any sentence, in addition to any term of imprisonment and/or fine that is imposed, the Court may order Defendant to pay restitution to any victim of the offense, as required by law.

Defendant agrees that any monetary penalty the Court imposes, including the special assessment, fine, costs, or restitution, is due and payable immediately and further agrees to submit a completed Financial Statement of Debtor form as requested by the United States Attorney's Office.

5. Rights Waived by Pleading Guilty. Defendant understands that by pleading guilty, he knowingly and voluntarily waives the following rights:

- a. The right to plead not guilty and to persist in a plea of not guilty;
- b. The right to a speedy and public trial before a jury of his peers;
- c. The right to the effective assistance of counsel at trial, including, if Defendant could not afford an attorney, the right to have the Court appoint one for him;
- d. The right to be presumed innocent until guilt has been established beyond a reasonable doubt at trial;

- e. The right to confront and cross-examine witnesses against Defendant at trial;
- f. The right to compel or subpoena witnesses to appear on his behalf at trial;
- g. The right to testify or to remain silent at trial, at which trial such silence could not be used against Defendant; and
- h. The right to appeal a finding of guilt or any pretrial rulings.

6. Ultimate Sentence. Defendant acknowledges that no one has promised or guaranteed what sentence the Court will impose.

7. Restitution. Defendant shall make restitution to Medicare in the amount of \$420,272.84, and to TRICARE in the amount of \$41,479.26, with credit for any amounts already paid. The parties agree that Defendant's \$461,752.10 restitution obligation shall be reduced by any amounts that Blackfly Investments, LLC, dba Molecular Testing Labs ("MTL") pays pursuant to the Settlement Agreement with an effective date of December 10, 2018, between MTL and the United States (the "Settlement Agreement"). To receive credit for MTL's payments, Defendant shall provide the Government and the Clerk of Court with competent evidence and accounting of payments by MTL pursuant to the Settlement Agreement.

a. The full amount of restitution shall be due and payable immediately on entry of judgment and shall be paid as quickly as possible. If the Court finds that the defendant is unable to make immediate restitution in full and sets a payment schedule as contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy the defendant's full and immediately-enforceable financial obligation, including, but not limited to, by pursuing assets that come to light only after the district court finds that the defendant is unable to make immediate restitution.

1 b. Defendant agrees to disclose, upon request by the Government, all
2 assets in which Defendant has any interest or over which Defendant exercises control,
3 directly or indirectly, including those held by a spouse, nominee, or third party.
4 Defendant agrees to cooperate fully with the United States' investigation identifying all
5 property in which Defendant has an interest and with the United States' lawful efforts to
6 enforce prompt payment of the financial obligations to be imposed in connection with
7 this prosecution. Defendant's cooperation obligations are: (1) upon request by the
8 Government, before sentencing, and no more than 30 days after executing this Plea
9 Agreement, truthfully and completely executing a Financial Disclosure Statement
10 provided by the United States Attorney's Office and signed under penalty of perjury
11 regarding Defendant's and Defendant's spouse's financial circumstances and producing
12 supporting documentation, including tax returns, as requested; (2) providing updates
13 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within
14 seven days of the event giving rise to the changed circumstances; (3) authorizing the
15 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)
16 providing waivers, consents or releases requested by the U.S. Attorney's Office to access
17 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to
18 inspect and copy all financial documents and information held by the U.S. Probation
19 Office; (6) submitting to an interview regarding Defendant's Financial Statement and
20 supporting documents before sentencing (if requested by the United States Attorney's
21 Office), and fully and truthfully answering questions during such interview; and (7)
22 notifying the United States Attorney's Office before transferring any interest in property
23 owned directly or indirectly by Defendant, including any interest held or owned in any
24 other name, including all forms of business entities and trusts.

25 c. The parties acknowledge that voluntary payment of restitution prior
26 to the adjudication of guilt is a factor the Court considers in determining whether
27 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In
28

1 addition, in any event, the government will consider Defendant's cooperation regarding
2 restitution in making its sentencing recommendation.

3 **8. Statement of Facts.** The parties agree on the following facts. Defendant
4 admits he is guilty of the charged offense:

5 a. Defendant STEVEN P. VERSCHOOR is a co-founder of Molecular
6 Testing Labs (MTL). MTL began operations in July 2013. In 2014 and 2015,
7 VERSCHOOR was the Vice President of Global Sales and Marketing for MTL. None of
8 MTL's founders, including VERSCHOOR, had any prior experience in the health care
9 industry. MTL is a full-service laboratory located in Vancouver, Washington, that
10 provides a range of services, including urine toxicology testing. MTL was an approved
11 Medicare provider and regularly submitted claims to Federal health care programs, as
12 that term is defined in Title 42, United States Code, Section 1320a-7b(f)(1), including to
13 Medicare and TRICARE.

14 b. Urine toxicology testing is often ordered for patients that are being
15 seen by a physician for pain management and prescribed opioids or similar medications.
16 These patients may be directed to submit urine specimens for toxicology testing in order
17 to monitor the levels of pain medication or other narcotics in their bodies. These urine
18 specimens are usually sent to an outside laboratory that run a particular panel of tests
19 based on the physicians' orders. Testing laboratories typically bill the patients'
20 commercial insurance, or bill a Federal health care program, or the patient himself or
21 herself, for performing urine toxicology testing. Urine toxicology testing is a covered
22 service under Medicare and TRICARE, and most private commercial insurance, so long
23 as the testing is reasonable and medically necessary.

24 c. Northwest Physicians Laboratory (NWPL) is a toxicology laboratory
25 located in Bellevue, Washington. NWPL was partially owned by physicians, and was
26 associated with a large group of pain management physicians that had numerous
27 locations throughout the greater Seattle area. Many of these physicians directed their
28 patients to submit urine specimens for toxicology testing. NWPL received urine
specimens for toxicology testing from its physician owners. However, because it was
physician-owned, NWPL did not test urine specimens from patients with Federal
insurance like Medicare or TRICARE. NWPL's employees arranged for these urine
specimens to be tested at other laboratories.

29 d. In 2014, STEVEN P. VERSCHOOR wanted to increase the number
30 of urine toxicology tests performed at MTL. Accordingly, VERSCHOOR wanted NWPL
31 to send urine specimens from its Bellevue location to MTL, so those specimens could be
32 tested at MTL, and so that MTL could bill insurance for those tests. VERSCHOOR was
33 told by NWPL CEO J.L., that, in order to receive urine specimens from NWPL,

1 VERSCHOOR would be required to sign a document called an "Administrative Services
2 Agreement" that required MTL to make certain payments to NWPL.

3 e. Prior to reviewing or signing an agreement, STEVEN P.
4 VERSCHOOR and J.L. and others agreed that NWPL would send approximately 500
5 urine specimens for toxicology testing to MTL, and in return, MTL would pay NWPL
6 \$50,000 per month. VERSCHOOR and others, including J.L., further agreed that, by late
7 2014, NWPL would send at least 1000 urine specimens for toxicology testing to MTL,
8 and in return, MTL would pay NWPL \$100,000 per month.

9 f. On September 12, 2014, STEVEN P. VERSCHOOR received a draft
10 Administrative Services Agreement from M.W., who sent it at the direction of J.L. The
11 draft Administrative Services Agreement required NWPL to provide certain services to
12 MTL, including marketing services for trained NWPL representatives to solicit, arrange
13 for, and recommend potential physician customers to use MTL lab testing. The draft
14 Administrative Services Agreement required MTL to pay NWPL \$68,500 per month for
15 marketing services. This amount was based on supposed salary and expenses for 11 full-
16 time NWPL employees to market MTL. The Administrative Services Agreement also
17 required MTL to pay NWPL to perform other services including customer training and
18 specimen processing.

19 g. The draft Administrative Services Agreement was dated October 1,
20 2014, and it required MTL to pay NWPL \$99,959 per month (including the \$68,500 for
21 marketing services) for a period of 12 months. The first \$99,959 payment was due on
22 November 1, 2014. The draft agreement also required MTL to pay NWPL \$50,000 on
23 October 1, 2014, for services rendered in September 2014.

24 h. STEVEN P. VERSCHOOR reviewed the amounts to be paid and the
25 services that were supposed to be performed by NWPL, under the draft Administrative
26 Services Agreement and, without suggesting any changes, sent the draft Administrative
27 Services Agreement to MTL's Chief Compliance Officer for review. VERSCHOOR
28 knew that MTL's Chief Compliance Officer and its outside legal counsel had recently
reviewed and approved a similar agreement that MTL had entered into, and J.L. assured
VERSCHOOR that NWPL's legal counsel had approved this arrangement.
VERSCHOOR was also informed that NWPL had in place a similar agreement with a
large, national toxicology laboratory. On September 13, 2014, after receiving the draft
Administrative Services Agreement back from MTL's Chief Compliance Officer, who
made some minor changes, VERSCHOOR signed the Administrative Services
Agreement and returned it to NWPL. Shortly thereafter, the CEO of NWPL counter-
signed the Administrative Services Agreement.

1 i. Shortly after the Administrative Services Agreement was signed,
2 beginning in September 2014, NWPL employees arranged for urine specimens to be sent
3 from the NWPL laboratory in Bellevue, Washington, to MTL. These urine specimens
4 included specimens from patients insured by Medicare and TRICARE. Between
5 September 2014 and June 2015, NWPL employees caused over 1500 urine specimens
6 from patients with Federal insurance to be sent from Bellevue to MTL's Vancouver
7 laboratory; during this time MTL conducted toxicology testing on these urine specimens;
8 and MTL submitted claims for payment for more than \$2,000,000 for this urine
9 toxicology testing to Federal health care programs. In total, during this time period, MTL
10 received approximately \$461,752.10 for these submissions.

11 j. STEVEN P. VERSCHOOR caused MTL to make \$50,000 payments
12 to NWPL every month from October 2014 through June 2015; the total amount of
13 payments from MTL to NWPL was \$450,000. The monthly payment amount was
14 \$50,000 because VERSCHOOR and others, including J.L., agreed that MTL would pay
15 \$50,000 per month, not \$99,959 per month as required by the Administrative Services
16 Agreement, because NWPL was not sending the expected number of urine specimens to
17 MTL.

18 k. Eventually, in April 2015, J.L. requested that STEVEN P.
19 VERSCHOOR sign a new version of the Administrative Services Agreement. The new
20 version of the Administrative Services Agreement was back-dated to October 1, 2014.
21 This new version of the Administrative Services Agreement attached a new list of
22 services that were allegedly provided by NWPL to MTL. The new version of the
23 Administrative Services Agreement changed the monthly service fee to \$50,000, which
24 matched the amount that VERSCHOOR had caused MTL to pay. VERSCHOOR
25 reviewed the numbers in the new version but did not suggest any changes.
26 VERSCHOOR and J.L. signed the new, backdated version of the Administrative Services
27 Agreement on or about April 30, 2015.

28 l. STEVEN P. VERSCHOOR was aware that there was a high
probability that NWPL was not actually performing the marketing and other services as
required by the Administrative Services Agreement. Therefore, VERSCHOOR was
aware that there was a high probability that the payments from MTL to NWPL were
made, at least in part, to induce NWPL employees to arrange for urine specimens, the
testing of which had been ordered by NWPL physicians, to be sent to MTL for testing.
For example, VERSCHOOR knew the name of only one of the 11 full-time NWPL
employees that were supposedly marketing MTL's services. VERSCHOOR did not
closely track whether any NWPL sales representatives were actually marketing MTL's
services, despite the fact that MTL closely tracked other sales representatives that were
paid to market MTL's services. The evidence available to VERSCHOOR indicated that
NWPL was not actually marketing MTL's services to physicians. VERSCHOOR

1 | deliberately failed to learn the truth as to whether NWPL was actually performing
2 | services for MTL that were described in the Administrative Services Agreement.

3 | m. At all times relevant to this Plea Agreement, STEVEN P.
4 | VERSCHOOR understood that it is illegal to pay to induce a party to arrange for MTL to
5 | conduct urine toxicology testing for which payment is made under a Federal health care
6 | program.

7 | n. STEVEN P. VERSCHOOR admits that the \$450,000 in payments to
8 | NWPL were illegal payments that were made to induce NWPL employees to arrange for
9 | toxicology testing by MTL for which payment was made in whole or in part under a
10 | Federal health care program.

11 | **9. United States Sentencing Guidelines.** Defendant understands and
12 | acknowledges that the Court must consider the sentencing range calculated under the
13 | United States Sentencing Guidelines and possible departures under the Sentencing
14 | Guidelines together with the other factors set forth in Title 18, United States Code,
15 | Section 3553(a), including: (1) the nature and circumstances of the offense; (2) the
16 | history and characteristics of the defendant; (3) the need for the sentence to reflect the
17 | seriousness of the offense, to promote respect for the law, and to provide just punishment
18 | for the offense; (4) the need for the sentence to afford adequate deterrence to criminal
19 | conduct; (5) the need for the sentence to protect the public from further crimes of the
20 | defendant; (6) the need to provide the defendant with educational and vocational training,
21 | medical care, or other correctional treatment in the most effective manner; (7) the kinds
22 | of sentences available; (8) the need to provide restitution to victims; and (9) the need to
23 | avoid unwarranted sentence disparity among defendants involved in similar conduct who
24 | have similar records. Accordingly, Defendant understands and acknowledges that:

25 | a. The Court will determine Defendant's applicable Sentencing
26 | Guidelines range at the time of sentencing;

27 | b. After consideration of the Sentencing Guidelines and the factors in
28 | 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the
maximum term authorized by law;

1 c. The Court is not bound by any recommendation regarding the
2 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
3 range offered by the parties or the United States Probation Department, or by any
4 stipulations or agreements between the parties in this Plea Agreement; and

5 d. Defendant may not withdraw his guilty plea solely because of the
6 sentence imposed by the Court.

7 **10. Acceptance of Responsibility.** At sentencing, *if* the district court
8 concludes Defendant qualifies for a downward adjustment acceptance for acceptance of
9 responsibility pursuant to USSG § 3E1.1(a) and the defendant's offense level is 16 or
10 greater, the United States will make the motion necessary to permit the district court to
11 decrease the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b),
12 because Defendant has assisted the United States by timely notifying the United States of
13 his intention to plead guilty, thereby permitting the United States to avoid preparing for
14 trial and permitting the Court to allocate its resources efficiently.

15 **11. Sentencing Factors.** The parties agree that the following Sentencing
16 Guidelines provisions apply to this case:

17 a. A base offense level of 8, pursuant to USSG § 2B4.1(a);

18 b. A 12-level increase, pursuant to USSG § 2B4.1(b) and
19 2B1.1(b)(1)(H), because the total amount of the payment was greater than \$250,000, but
20 less than \$550,000.

21 Further, the parties agree that the Court may consider as an additional sentencing
22 factor pursuant to 18 U.S.C. § 3553(a), that STEVEN P. VERSCHOOR was diagnosed
23 with melanoma in September 2014. Between September 2014 and January 2015,
24 VERSCHOOR underwent multiple surgeries and treatments. In January 2015,
25 VESRCHOOR began treatments pursuant to a clinical trial at the Huntsman Cancer
26 Institute in Utah. Recently, VERSCHOOR was diagnosed with advanced metastatic
27 melanoma. Further, the parties agree that the Court may, pursuant to 18 U.S.C.
28 § 3553(a), consider VERSCHOOR's physical condition at the time of sentencing.

1 The parties agree they are free to present arguments regarding the applicability of
2 all other provisions of the United States Sentencing Guidelines and 18 U.S.C. § 3553(a).
3 Defendant understands, however, that at the time of sentencing, the Court is free to reject
4 these stipulated adjustments, and is further free to apply additional downward or upward
5 adjustments in determining Defendant's Sentencing Guidelines range.

6 **12. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
7 the United States Attorney's Office for the Western District of Washington agrees not to
8 prosecute Defendant for any additional offenses known to it as of the time of this
9 Agreement that are based upon evidence in its possession at this time, and that arise out
10 of the conduct giving rise to this investigation. In this regard, Defendant recognizes the
11 United States has agreed not to prosecute all of the criminal charges the evidence
12 establishes were committed by Defendant solely because of the promises made by
13 Defendant in this Agreement. Defendant agrees, however, that for purposes of preparing
14 the Presentence Report, the United States Attorney's Office will provide the United
15 States Probation Office with evidence of all conduct committed by Defendant.

16 Defendant agrees that any charges to be dismissed before or at the time of
17 sentencing were substantially justified in light of the evidence available to the United
18 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
19 with a basis for any future claims under the "Hyde Amendment," Pub.L. No. 105-119
20 (1997).

21 **13. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that if
22 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea
23 Agreement and Defendant may be prosecuted for all offenses for which the United States
24 has evidence. Defendant agrees not to oppose any steps taken by the United States to
25 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
26 Agreement. Defendant also agrees that if Defendant is in breach of this Plea Agreement,
27 Defendant has waived any objection to the re-institution of any charges in the Indictment
28 that were previously dismissed or any additional charges that had not been prosecuted.

1 Defendant further understands that if, after the date of this Agreement, Defendant
2 should engage in illegal conduct, or conduct that violates any conditions of release or the
3 conditions of his confinement, (examples of which include, but are not limited to,
4 obstruction of justice, failure to appear for a court proceeding, criminal conduct while
5 pending sentencing, and false statements to law enforcement agents, the Pretrial Services
6 Officer, Probation Officer, or Court), the United States is free under this Agreement to
7 file additional charges against Defendant or to seek a sentence that takes such conduct
8 into consideration by requesting the Court to apply additional adjustments or
9 enhancements in its Sentencing Guidelines calculations in order to increase the applicable
10 advisory Guidelines range, and/or by seeking an upward departure or variance from the
11 calculated advisory Guidelines range. Under these circumstances, the United States is
12 free to seek such adjustments, enhancements, departures, and/or variances even if
13 otherwise precluded by the terms of the plea agreement.

14 **14. Waiver of Appellate Rights and Rights to Collateral Attacks.**

15 Defendant acknowledges that by entering the guilty plea(s) required by this plea
16 agreement, Defendant waives all rights to appeal from his conviction and any pretrial
17 rulings of the court. Defendant further agrees that, provided the court imposes a custodial
18 sentence that is within or below the Sentencing Guidelines range (or the statutory
19 mandatory minimum, if greater than the Guidelines range) as determined by the court at
20 the time of sentencing, Defendant waives to the full extent of the law:

21 a. Any right conferred by Title 18, United States Code, Section 3742,
22 to challenge, on direct appeal, the sentence imposed by the court, including any fine,
23 restitution order, probation or supervised release conditions, or forfeiture order (if
24 applicable); and

25 b. Any right to bring a collateral attack against the conviction and
26 sentence, including any restitution order imposed, except as it may relate to the
27 effectiveness of legal representation; and
28

1 This waiver does not preclude Defendant from bringing an appropriate motion
2 pursuant to 28 U.S.C. § 2241, to address the conditions of his confinement or the
3 decisions of the Bureau of Prisons regarding the execution of his sentence.

4 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
5 attacking (except as to effectiveness of legal representation) the conviction or sentence in
6 any way, the United States may prosecute Defendant for any counts, including those with
7 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea
8 Agreement.

9 **15. Voluntariness of Plea.** Defendant agrees that he has entered into this Plea
10 Agreement freely and voluntarily and that no threats or promises, other than the promises
11 contained in this Plea Agreement, were made to induce Defendant to enter his plea of
12 guilty.

13 **16. Statute of Limitations.** In the event this Agreement is not accepted by the
14 Court for any reason, or Defendant has breached any of the terms of this Plea Agreement,
15 the statute of limitations shall be deemed to have been tolled from the date of the Plea
16 Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea
17 Agreement by the Court; or (2) thirty (30) days following the date on which a breach of
18 the Plea Agreement by Defendant is discovered by the United States Attorney's Office.

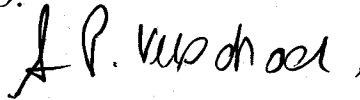
19 **17. Completeness of Agreement.** The United States and Defendant
20 acknowledge that, except as to certain matters set forth during the plea colloquy in open
21 court, these terms constitute the entire Plea Agreement between the parties. This
22 Agreement binds only the United States Attorney's Office for the Western District of

23 //

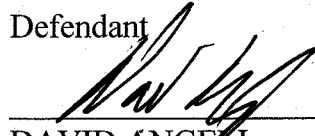
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1 Washington. It does not bind any other United States Attorney's Office or any other
2 office or agency of the United States, or any state or local prosecutor.
3

4 Dated this 30 day of October, 2019.

5 

6 STEVEN P. VERSCHOOR
7 Defendant

8 

9 DAVID ANGELI
10 Attorney for Defendant

11 

12 BRIAN WERNER
13 MATTHEW DIGGS
14 Assistant United States Attorney